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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

DUNKIN' DONUTS FRANCHISED
RESTAURANTS LLC, *et al.*,

Plaintiffs,

v.

TEJANY & TEJANY, INC., *et al.*,

Defendants.

C.A. No. 07cv6320

Judge Darrah

CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, that:

1. Plaintiffs' Motion for Preliminary Injunction is resolved according to the terms set forth herein.

2. As set forth in the Purchase Option Agreements and Settlement Agreement, Defendants are enjoined to transfer lien free to Plaintiffs or their designees, according to the dates set forth herein, their Dunkin' Donuts and Baskin-Robbins franchises: (a) on December 6, 2007 – 7247 Kingery Highway, Willowbrook, IL; (b) on December 11, 2007 – (i) W. Algonquin Road, Algonquin, IL, (ii) 339 South Eastwood Dr., Woodstock, IL, and (iii) 1770 S. Randall Road, Geneva, IL; (c) on December 13, 2007 – (i) 1511 Irving Park Road, Hanover Park, IL, (ii) 22W251 North Avenue, Glen Ellyn, IL, (iii) 7450 Barrington Road, Hanover Park, IL, (iv) 150 E. Ogden Avenue, Hinsdale, IL, (v) 516 W. Irving Park Road, Wood Dale, IL, and (vi) 2543 15 E. Ogden

Ave., Westmont, IL. In connection therewith, by no later than the respective dates set above, Defendants are enjoined to take all steps necessary to close on the transfers, including but not limited to, obtaining bulk sales stop orders for each franchise; obtaining releases from the Illinois Department of Employment Security for each franchise (except that in the case of Woodstock, in the event releases are not received prior to closing, Defendants shall escrow \$50,000.00 to cover any potential IDOR and/or IDES liability); ensuring that each corporate franchisee is in good standing with the State of Illinois; providing to Plaintiffs and the purchasers of the stores in advance of closing written proof from all applicable banks that any liens on the franchises will be released; using best efforts to provide to Plaintiffs and the purchasers of the stores at least 24 hours in advance of closing loan payoff letters; providing access to the stores to the purchasers at least three days in advance of closing for purposes of reviewing deficiency lists; curing all deficiencies prior to closing or reaching an agreement with the purchasers prior to closing on an amount to escrow in order to cure the deficiencies, provided the purchaser reasonably cooperates with Defendants (in the event of a conflict over the amount to be escrowed, Plaintiffs shall use their reasonable judgment to decide the amount to be escrowed); obtaining and providing to the purchasers at least twenty-four hours in advance of closing draft lease assignments that shall remain unchanged and executed versions of the assignments at the closing; providing to the purchasers at least twenty-four hours in advance of closing all closing documents including the closing statement that may be subject to minor revisions; providing to Plaintiffs and the purchasers in writing at least two days in advance of closing the time and location of the closing; and

remaining current up to the time of closing on all obligations to Plaintiffs and to third party landlords.

3. Defendants are enjoined to deidentify their franchises located 1200 75th Street, Downer's Grove, IL, 1770 S. Randall Road, Geneva, IL, and 890 E. Main Street, East Dundee, IL by no later than December 28, 2007 according to Plaintiffs' deidentification guidelines.

4. With regard to the franchise located at 407 S. Lincolnway, North Aurora, IL (the "North Aurora Shop"), Defendants shall secure an acceptable lease with the prospective purchaser and shall close in escrow on December 21, 2007, with the effective closing on the transfer of the franchise by no later than December 28, 2007. In advance of closing, Defendants are enjoined to take all steps necessary to close on the transfer, as identified in paragraph 2 above. In the event that Defendants are unable to secure an acceptable lease or escrow close by December 21, 2007, or effective close by December 28, 2007, Defendants are enjoined to deidentify the North Aurora Shop by December 28, 2007.

5. With regard to the franchise located at 3019 Wolf Road, Westchester, IL, Defendants shall close in escrow on December 21, 2007, with the effective closing on the transfer of the franchise by no later than December 28, 2007. In advance of closing, Defendants are enjoined to take all steps necessary to close on the transfer, as identified in paragraph 2 above.

6. Defendants are enjoined to comply with all of their other obligations set forth in the May 9, 2007 settlement agreement between the parties by the respective dates set forth above.


7. As of the respective dates set forth above, Defendants and all those acting in concert with them or under their direction or control, are enjoined from using, displaying, or otherwise infringing upon the trademarks, trade name, and trade dress of Plaintiffs; or using or displaying any other name, mark or trade dress that is confusingly similar to the trademarks, trade name, and trade dress of Plaintiffs; or from otherwise committing acts of infringement, unfair competition and dilution against Plaintiffs in violation of the Lanham Act.

8. Plaintiffs agree to waive a \$25,000.00 escrow requirement for the store at 1770 S. Randall Rd., Geneva, IL.

9. With regard to the location at 2543 15 E. Ogden Ave., Westmont, IL, no later than 90 days after the closing, Defendants shall vacate the office facility portion of the premises (presently occupied by Serena Consulting Group) and shall surrender possession thereof to Plaintiffs or their designee, and thereby relinquishing possession of all square footage of the original lease dated October 22, 2003.

10. Except as modified above, the parties' agreement to this Consent Order shall be without prejudice to any of the parties' rights, remedies and obligations pursuant to that May 9, 2007, Settlement Agreement.

SIGNED AND ENTERED this 18 day of December, 2007.



United District Court Judge

Respectfully submitted,

/s/ David E. Worthen

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